



Notice of Changes on (i) Business Integrated Account General Conditions – Global Banking and (ii) Business Integrated Account General Conditions – Commercial Banking (together, “BIA T&Cs”), effective 1 July 2024

HSBC is introducing Suspicious Proxy Alerts as part of an industry wide initiative to enhance the alert mechanism available to bank customers of associated fraud risks before conducting domestic payment transactions.

The Suspicious Proxy Alerts will be available to customers for domestic bank counter payment transactions starting on and from 1 July 2024. For certain payment transactions made via other banking channels, the Suspicious Proxy Alerts will be available at a later date.

To clarify the Bank’s role, responsibilities and liabilities with respect to the Suspicious Proxy Alerts, the BIA T&Cs will be amended as set out in the Annex which will be effective on and from 1 July 2024 (“Effective Date”).

Please note that:

- (a) the amendments described above shall be binding on you if you continue to use or retain any relevant account(s), products or services governed by the BIA T&Cs in Hong Kong on or after the Effective Date. If you decline to accept the amendments, you have the right to terminate the relevant account(s) before the Effective Date in accordance with the relevant clauses under the existing BIA T&Cs; and
- (b) with effect from the Effective Date, any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you in any manner or published by us which relate to any accounts, products or services governed by the BIA T&Cs should be read with reference to the above amendments. If there are any inconsistencies between (i) such materials or information and (ii) the updated BIA T&Cs, the latter will prevail.

You may obtain a copy of the amended BIA T&Cs by visiting **HSBC’s website > Business > Form Download Centre > Account Services Forms** [or any of our branches.

If you have any queries, please contact your relationship manager or your usual HSBC representative or call our customer service hotline at 2748 8288.

If there is any discrepancy between the English and Chinese versions of this Notice and the Annex, the English version shall prevail.

May 2024

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Annex

Clause	Change
7.1	<ul style="list-style-type: none"> • Add definitions of ‘Alert’ and “Anti-fraud Database” after the definition of ‘Addressing Service’ in the existing BIA T&Cs <p>“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.</p> <p>“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.</p> <ul style="list-style-type: none"> • Add definition of ‘Money Transfer’ after the definition of ‘HKICL FPS’ in the existing BIA T&Cs <p>“Money Transfer” means a transfer of money by the Customer through the Bank via any channels or means or in any currency determined by the Bank from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.</p>
7.13	<ul style="list-style-type: none"> • Change original clause number 7.13 to 7.13(a). • Add new paragraph (b) to clause 7.13: <p>(b) To help the Customer stay vigilant against frauds, scams and deceptions, the Bank may send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.</p>
New 7.25	<ul style="list-style-type: none"> • Add new clause 7.25: <p>7.25 Alerts and Money Transfers</p> <p>(a) The provisions of this Condition 7.25 in Section I apply to the Alerts and the Money Transfers as defined in Condition 7.1. If there is any inconsistency between the provisions of this Condition 7.25 and the provisions of the other Conditions, the provisions of this Condition 7.25 will prevail insofar as the Alerts and Money Transfers are concerned.</p>

Reason for sending Alerts

- (b) The Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing the Customer's responsibility for safeguarding the Customer's own interests, money and assets from fraud or other illegal activities.

The Bank's role, responsibilities and restriction of liability

- (c) The Bank:

- (i) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (ii) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant (i) whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and (ii) that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank's records of delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

- (d) The Bank may compile and deliver the Alerts in such ways as the Bank consider appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the types or currency(ies) of Money Transfers on which the Alerts are available, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means.
- (e) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud

	<p>Database, or arising from any circumstances beyond the Bank's reasonable control.</p> <ul style="list-style-type: none">(f) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the Alerts (or any error in, or delay or unavailability of, the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or any error in, or delay or unavailability of, the Alerts), except to the extent that such loss, damage or expense is direct and reasonably foreseeable and has been caused directly and solely from the Bank's gross negligence or wilful default.(g) In no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and the said parties' respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).(h) Nothing in these Conditions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted. <p><i>Customer's responsibility</i></p> <ul style="list-style-type: none">(i) The Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. The Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.
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